



Connection Agreement
for the
Connection of Generation
that will
Synchronize with the Ameren Electric System
and
No power sales will be involved

THIS AGREEMENT, made and entered into this _____ day of _____, 2005, by and between AMEREN SERVICES COMPANY, a Missouri Corporation, with a place of business at 1901 Chouteau Avenue, St. Louis, Missouri, 63103, as designated agent for AmerenUE (hereinafter "Company"), and _____, a Missouri K – 12 School, (hereinafter "Customer"), referred to collectively as "Parties" and singularly as "Party";

WITNESSETH:

WHEREAS, Company owns and operates an electric system on which the Company provides non-discriminatory service to eligible customers in accordance with the Rules and Regulations on file with the Missouri Public Service Commission; and

WHEREAS, Company and Customer entered into an Electric Service Agreement whereby the Company and Customer agreed to the terms and conditions under which Company provides electric service to the Customer, which service provides electric power to the Customer; and

WHEREAS, Customer intends to design, construct, operate and maintain a generating plant in _____ County, Missouri, that is less than 2.0 MW in size ("Customer's Generation"); and

WHEREAS, Customer intends to connect the Customer's Generation to the Company Electric System in a manner that will allow Parallel Operation between the Customer's Generation and the Company Electric System in a manner that will not diminish the reliability and integrity of the Company Electric System; and

WHEREAS, this Agreement will not authorize or provide for the Company to reimburse or pay for any of the generator's output flowing from the Customer's Generation onto the Company Electric System except as provided by the applicable Tariff under which the Customer will operate; and

WHEREAS, Customer declares its intention to NOT provide any of the generator's output for sale in any retail or wholesale market or through any Tariff; and

WHEREAS, the Parties are entering into this Agreement to define the rules under which the Customer's Generation will be allowed to operate in parallel with the Ameren electric system, the specifications to which the Customer's Generation must be constructed, and the continuing responsibilities and obligations of the Parties with respect thereto.

NOW THEREFORE, in consideration of the covenants and agreements contained herein the Parties agree as follows:

SECTION 1 – DEFINITIONS

A. Whenever used in this Agreement, the following terms shall have the following meanings:

1. “Affiliate” shall mean, with respect to any specified Person, any other Person directly or indirectly controlling, or controlled by, or under direct or indirect common control with such specified Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling”, “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.
2. “ANSI” shall mean the American National Standards Institute.
3. “Applicable Laws and Regulations” shall mean all applicable federal, state and local laws, ordinances, rules and regulations, and all duly promulgated orders and other duly authorized action of any Governmental Authority having jurisdiction.
4. “Company’s Electric System” shall mean all lines, conduits, ducts, real estate, fixtures, structures, and any other devices owned, maintained and operated by the Company, used or to be used for, or in connection with, or to facilitate the transmission or distribution of electricity by the Company.
5. “Customer’s Generation” shall consist of the generators, disconnects, relays, and other ancillary equipment owned, designed, constructed, maintained and operated by or on behalf of the Customer.
6. “Emergency” shall mean a condition or situation that in the judgment of Company, in the exercise of Good Utility Practice, affects or could reasonably affect Company’s ability to maintain safe, adequate, reliable and continuous electric service on Company’s Electric System or presents or could reasonably present risk of injury to persons or damage to property.
7. “Good Utility Practice” shall mean the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or the practices, methods and acts by which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.
8. “Governmental Authority” shall mean any federal, state, local or municipal governmental body; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or governmental tribunal.
9. “NEC” shall mean the National Electric Code.
10. “NEMA” shall mean the National Electrical Manufacturers Association.
11. “NESC” shall mean the National Electric Safety Code.

12. "OSHA" shall mean the Occupational Safety and Health Act.
13. "Parallel Operation" shall mean the synchronized operation of the Customer's Generation with the Company's Electric System.
14. "Person" shall mean any individual, governmental authority, corporation, limited liability company, partnership, limited partnership, trust, association or other entity.
15. "Protection and Control Devices" shall mean such protective relay systems, locks and seals, circuit breakers, automatic synchronizers, and other control and protective apparatus as specified and approved by Company as necessary for the Parallel Operation of the Customer's Generation with Company's Electric System and to permit Company's facilities to operate economically, reliably and safely in a normal manner.
16. "Qualified Plant Operator" shall mean a person that has been properly trained to monitor and control the operation and output of Customer's Generation.
17. "Site" shall mean the real property owned or leased by Customer on which the Customer's Generation is or is to be located.
18. "Steady State" shall mean the condition in which some specified characteristic, such as a value, rate, periodicity, or amplitude, exhibits only negligible change over an arbitrarily long interval of time.

SECTION 2 – PLANT DESCRIPTION

A. One-Line Drawing

1. Customer's Generation and Interconnection Facilities shall be constructed by Customer substantially as illustrated in the one-line drawing marked Attachment A, which is attached hereto and hereby made a part of this Agreement.

B. Location

1. A map illustrating the geographical location of the Site shall be marked Attachment B, which is attached hereto and hereby made a part of this Agreement.

SECTION 3 – COMPANY AUTHORIZATION

- A. Company hereby authorizes Parallel Operation, whereby Customer will operate the Customer's Generation, at Customer's own expense, momentarily in parallel with Company's Electric System; provided Company has verified in writing prior to the initial Parallel Operation that Customer's Generation, as constructed, is in compliance with the requirements of this Agreement. Such writing shall be attached hereto and hereby made a part of this Agreement. Company's authorization to allow Parallel Operation shall not otherwise be unreasonably withheld or delayed.
- B. As a condition precedent to Parallel Operation, Customer further agrees to the following:
 1. If requested by Company, Customer will submit for Company's review such equipment specifications, design drawings, protection arrangements, relay settings and test reports as deemed reasonably necessary by Company to determine whether Customer's Generation, as designed, will meet all applicable requirements set forth in this Agreement. If upon review of such information, the Company reasonably determines that changes or additions to Customer's Generation are necessary to comply with the requirements set forth in this Agreement or, in

Company's reasonable judgment, are required for safe Parallel Operation, Customer agrees to make such changes or additions at Customer's expense. **Company's review of such specifications, design drawings, protection arrangements and relay settings shall not be construed as confirming or endorsing the design nor as any warranty of safety, durability or reliability of the Customer's Generation.**

2. Customer shall properly test its Customer's Generation and Protection and Control Devices as required under this Agreement and, when specifically requested, submit to Company test reports verifying that the same are capable of operating within the manufacturer specifications and meet the latest applicable ANSI or NEMA standards. Customer shall also provide Company with reasonable notice prior to testing of its Customer's Generation and/or Protection and Control Devices to allow Company the opportunity to witness such tests.
3. Customer's Generation shall be designed, constructed, operated and maintained in accordance with all local, state and federal rules, regulations, standards and codes which are applicable; including, but not limited to, the NESC, NEMA, OSHA, Article 705 of the NEC's latest revision.
4. Customer, shall at its own expense, install its Customer's Generation in a safe condition and operate and maintain the same in good repair, and in a manner suitable to Company so as not to affect the quality or continuity of Company's service.

SECTION 4 – EQUIPMENT REQUIREMENTS

Customer shall provide, install and properly operate and maintain the Customer's Generation equipment in accordance with the technical requirements provided in Reference Document – “A3129” for generation that is less than or equal to 100 kW in size and in accordance with the technical requirements provided in Reference Document – “A3131” for generation that is greater than 100 kW in size.

SECTION 5 – OPERATION REQUIREMENTS

Customer shall operate the Customer's Generation equipment in accordance with the technical requirements provided in Reference Document – “A3129” for generation that is less than or equal to 100 kW and in accordance with the technical requirements provided in Reference Document – “A3131” for generation that is greater than 100 kW.

SECTION 6 – WAIVER OF REQUIREMENTS

A. Waiver Process

1. Customer may request a waiver from or modification to any of the requirements of this Agreement by making a written request to Company containing the following information:
 - (a) The requirement that Customer desires to be waived or modified;
 - (b) A detailed explanation stating the reasons Customer believes the requirement should be waived or modified; and
 - (c) Other information necessary to support Customer's position, including but not limited to, drawings, technical data, and cost information.

2. Company shall have thirty (30) days to respond in writing to Customer stating whether such waiver or modification has been granted or denied and if the waiver or modification is denied the reason for such denial. Any waiver request submitted by Customer and responded to by Company shall be marked Attachment C, with each separate waiver or modification request numbered sequentially. Attachment C shall be attached hereto and hereby made a part of this Agreement.

SECTION 7 – ELECTRIC SYSTEM MODIFICATIONS

A. Customer's Generation and Electric System Modifications

1. The Parties recognize that from time to time certain improvements, additions or modifications to Customer's Generation or the Company's Electric System may be required by either Party in order to continue safe and reliable operation of both systems. Modifications to the Customer's Generation and Facilities shall be made at Customer's expense. If, as a result of such changes, the Company determines, in accordance with Good Utility Practice that modifications are required to the Company's Electric System and where, pursuant to the terms of the Company's tariff where applicable, the costs for these modifications are the responsibility of the Customer, the Customer shall be given the option of discontinuing the Parallel Operation or paying for said modifications. The Customer shall be given advanced written notice as to the Company's intent.
2. Customer agrees to provide to Company prior written notice of any planned material change or modification to the Customer's Generation. If such modification or change may affect, or require changes to Company's Electric System, Customer agrees that it will not make such changes without written consent from Company, which shall not be unreasonably withheld.

B. Electric System Modification Standards

1. Any modifications or additions to Company's Electric System shall be designed, constructed, operated and maintained by Company in accordance with all local, state and federal rules, regulations, standards and codes which are applicable to Company; including, but not limited to, the NESC, the NEMA Codes, OSHA, Article 705 of the NEC's latest revision, the practices, methods, acts, and any other rules, regulations or orders of any public authority having jurisdiction.

SECTION 8 – ACCESS

Except in an Emergency, whereby the notice provision in this Section 8 shall not apply, representatives of each Party shall at all reasonable times, and upon reasonable notice to the other Party, have access to only those properties of the other Party that are reasonably necessary to perform inspections and obtain information for the sole purpose of implementing the provisions of this Agreement. Representatives of each Party shall at all times while on the other Party's property, observe such reasonable safety rules and other precautions as may be required by the other Party, and representatives of each Party shall conduct themselves in a manner that will not unreasonably interfere with the operations of the other Party.

SECTION 9 – NOTICES AND OTHER COMMUNICATIONS

A. Notices

1. Except as otherwise specifically provided in this Agreement, any notice, demand or request required or authorized by this Agreement to be given by either Party to the other Party shall be in writing. Any such notice, demand or request shall either be personally delivered, delivered

by mailing the same either in first class mail or with a national private express mail service, postage prepaid, or by transmitting the same by telecopy or facsimile equipment (with receipt confirmed) to the other Party at the address provided in this Section. Any such notice, demand, or request delivered by mailing shall be deemed to have been given three (3) days after so mailed.

2. Notices and other communications by Customer to Company shall be addressed to:

Ameren Services Company
Manager – Distribution Operations
MC 671
P.O. Box 149
St. Louis, MO 63166

Fax: (314) 554-2592

3. Notices and other communications by Company to Customer shall be addressed to:

Fax: (____) _____

4. Either Party may change its address or contact person by written notice to the other Party in accordance with this Section.

SECTION 10 – DISPUTE RESOLUTION

1. If any question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a request by either Party.
2. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation, the Parties shall seek resolution of the question or controversy through mediation or similar process of structured negotiation. The Parties shall identify the mediator or facilitator to be employed for such purpose through agreement.
3. If the parties are unable to agree on a mediator or facilitator, or if the mediation process does not result in an agreed-upon resolution of the matter in dispute, the Parties shall utilize formal dispute resolution procedures as follows: (a) any dispute involving a subject matter that is within FERC's exclusive jurisdiction under the Federal Power Act shall be submitted to FERC for resolution; (b) any dispute involving a subject matter that is within the jurisdiction of the Missouri Public Service Commission shall be submitted to that Commission for resolution; (c) any other matter shall be submitted for resolution in a Circuit Court of Missouri.

SECTION 11 – INSURANCE

A. Coverage

1. During the term of this Agreement, Customer shall procure, pay premiums for and maintain in full force and effect, with Customer as named insured and Company and its employees, agents and affiliates as additional insureds, commercial general and/or excess liability insurance, including coverage for:
 - (a) products and completed operation;
 - (b) Customer will provide commercial general liability insurance for all bodily injury and property damage claims for up to \$1,000,000 per occurrence with a \$1,000,000 aggregate limit.
 - (c.) Automobile Liability insurance for up to \$1,000,000 CSL (Combined Single Limit) for all owned, non-owned and hired vehicles. For Company's information, combined single limit covers bodily injury and property damage and is the terminology used in most, if not all, business auto policies.
 - (d) Worker's Compensation - statutory limits
 - (e) Employers Liability - \$1,000,000 each accident/disease
 - (f) Excess Liability Insurance with minimum limits of \$2,000,000 applying excess of the above-required insurance, except worker's compensation
2. Each insurance policy provided by Customer shall include the following:
 - (a) At least thirty (30) days prior written notice of cancellation or material change to Company; and
 - (b) Each Party waives subrogation in favor of the other Party, their affiliates and officers, directors, agents, subcontractors and employees.
3. Proof of insurance, in the form of Certificates of Insurance, for all coverages specified herein shall be provided to the Company prior to the commencement of constructing any facilities to connect the Customer's Generation to Company's Electric System, and from time to time thereafter as reasonably requested by Company. All insurance coverage required under this Agreement shall be provided by insurance companies reasonably acceptable to Company.
4. The insurance coverages described above shall be primary to any other coverage available to Company and shall not be deemed to limit Customer's liability under this Agreement.

SECTION 12 – LIMITATION ON DAMAGES

UNDER NO CIRCUMSTANCE SHALL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, OR ANY OF THEM, BE LIABLE TO THE OTHER PARTY, WHETHER IN TORT, CONTRACT OR OTHERWISE FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EXCEPT TO THE EXTENT A PARTY IS LIABLE TO A THIRD PARTY FOR SUCH DAMAGES. THE PARTIES' LIABILITY HEREUNDER SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES (INCLUDING DAMAGES DESCRIBED IN THE PRECEDING SENTENCE FOR WHICH A PARTY IS LIABLE TO A THIRD PARTY), AND ALL OTHER DAMAGES SPECIFIED IN THIS SECTION ARE WITHOUT REGARD TO THE CAUSE OR CAUSES

RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

SECTION 13 – INDEMNIFICATION

- A. Customer shall indemnify, hold harmless and defend Company and all of Company's Affiliates and their directors, officers, shareholders, agents, employees, successors and assigns from and against any and all:
1. loss, liability, damage, cost or expense, including damage and liability for bodily injury to or death of, or damage to property of, Persons other than Company and all of Company's Affiliates and their directors, officers, shareholders, agents, employees, successors and assigns (including reasonable attorney's fees and expenses, litigation costs, consultant fees, investigation fees and sums paid in settlements of claims and any such fees and expenses incurred in enforcing this indemnity or collecting any sums due hereunder) (hereinafter referred to collectively as "Loss") to the extent arising out of, in connection with or resulting from Customer's breach of any of the representations or warranties made in, or Customer's failure to perform any of its obligations under, this Agreement, or
 2. Loss for bodily injury to or death of, or damage to property of, Persons to the extent arising out of, in connection with or resulting from Customer's design, installation, construction, ownership, operation, repair, relocation, replacement, removal or maintenance of, or the failure of, the Customer's Generation or any of Customer installed facilities and regardless whether arising under Applicable Laws and Regulations or otherwise.

Provided, however, that Customer shall not have any indemnification obligations under this Section 13(A) in respect of any Loss resulting from the negligence of Company or Company's Affiliates and their directors, officers, shareholders, agents, employees, successors and assigns to the extent such negligence is the proximate cause of the Loss.

- B. Nothing in this Agreement shall be construed as creating any relationship between the Parties, including any partnership or joint venture, other than that of independent contractors. Nothing in this Agreement or any action taken hereunder shall be construed to create any duty, liability, or standard of care to any Person not a party to this Agreement.

SECTION 14 – FORCE MAJEURE

A. Force Majeure Defined

The term "Force Majeure" means any cause beyond the reasonable control of and without fault or negligence of the Party claiming Force Majeure, including but not limited to acts of God, strike, flood, earthquake, storm, fire, lightning, explosion, epidemic, war, riot, civil disturbance, sabotage, changes in Applicable Laws and Regulations subsequent to the date hereof and action or inaction by any Governmental Authority which, in any of the foregoing cases, by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it is unable to overcome.

B. Effect of Force Majeure

1. Except for obligations to make any payments under this Agreement, the Parties shall be excused from performing their respective obligations under this Agreement and shall not be

liable in damages or otherwise if and to the extent that they are unable to so perform or are prevented from performing by a Force Majeure, provided that:

- (a) the non-performing Party, as promptly as practicable after the Party reasonably determines that a Force Majeure event has occurred and such Force Majeure event will adversely impact the Party's ability to perform its obligations hereunder, gives the other Party written notice describing the particulars of the occurrence;
- (b) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure;
- (c) the non-performing Party uses all reasonable efforts to remedy its inability to perform; and
- (d) as soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence, it gives prompt written notification thereof to the other Party.

SECTION 15 – REPRESENTATIONS AND WARRANTIES

A. Customer's Representations and Warranties

Customer makes the following representations and warranties:

1. Customer is duly organized and validly existing under the laws of the State of Missouri, is qualified to do business under the laws of the State of Missouri, is in good standing under its certificate of incorporation and the laws of the State of Missouri, has the requisite power and authority to own its properties, to carry on its business as now being conducted, and to enter into this Agreement and the transactions contemplated herein and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement, and is duly authorized to execute and deliver this Agreement and consummate the transactions contemplated herein.
2. Customer is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under, or require any consent, license or approval that has not been obtained pursuant to, any of the terms, conditions or provisions of any Applicable Laws and Regulations, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any Governmental Authority, the certification of incorporation and bylaws of Customer or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease or other evidence of indebtedness or any other agreement or instrument to which Customer is a Party or by which it or any of its property is bound.
3. Customer has taken all such actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby.
4. This Agreement is a legal, valid and binding obligation of Customer enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditor's rights or by the exercise of judicial discretion in accordance with general principles of equity.

B. Company's Representations and Warranties

Ameren Services Company (hereinafter "Ameren Services"), Union Electric Company (hereinafter "UE"), Illinois Power Company (hereinafter "IP"), Central Illinois Light Company (hereinafter "CILCO" and Central Illinois Public Service Company (hereinafter "CIPS") hereby make the following representations and warranties:

1. Ameren Services, UE, IP, CILCO, and CIPS are corporations duly organized, validly existing under the laws of the State of Missouri and/or Illinois, and in good standing under their certificates of incorporation and the laws of the State of Missouri and/or Illinois.
2. Pursuant to a validly executed General Services Agreement (hereinafter "Agency Agreement") by and between Ameren Services, UE, IP, CILCO, and CIPS, Ameren Services is duly authorized to serve as designated agent for UE, IP, CILCO, and CIPS. Through the powers granted in the Agency Agreement, Ameren Services has the requisite power and authority to carry on the business as now being conducted and to enter into this Agreement and the transactions contemplated herein and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement and is duly authorized to execute this Agreement and consummate the transactions contemplated herein.
3. Ameren Services is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations to be performed under and pursuant to this Agreement. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or default under, or, except as set forth in Section 18(L), require any consent, license or approval that has not been obtained pursuant to any of the terms, conditions or provisions of any Applicable Laws and Regulations, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any Governmental Authority, the certificate of incorporation and by-laws of Ameren Services, UE, IP, CILCO, and CIPS or any contractual limitation, corporate restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which Ameren Services is a Party or by which Ameren Services, UE, IP, CILCO, and CIPS property is bound.
4. Ameren Services has taken all such corporate actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby.
5. This Agreement is a legal, valid and binding obligation of Ameren Services enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditor's rights or by the exercise of judicial discretion in accordance with general principals of equity.

SECTION 16 – MISCELLANEOUS PROVISIONS

A. Term

This Agreement shall bind the Parties hereto from the date first written above, and shall extend, subject to and in accordance with its terms and conditions, until the interconnection between Company and Customer has been abandoned, cancelled, permanently disconnected or until the development, construction, or operation of the Customer's Generation by Customer or Customer's assignees or transferees (if applicable) has terminated. Following the termination of this Agreement, the Parties shall no longer be bound by the terms and conditions of this Agreement except as specifically provided in Section 16(M) and except to the extent of rights, duties or obligations accruing before the end of the term.

B. Severability

If any provision or provisions of this Agreement shall be held invalid or unenforceable, such provision or provisions shall be invalid or unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision hereof.

C. Modifications

No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless the same shall be in writing and signed by the Party against which enforcement is sought.

D. Prior Agreement Superseded

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and its execution supercedes all previous agreements, discussions, communications and correspondence with respect to such subject matter.

E. Counterparts

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

F. Further Assurances

The Parties agree:

1. to furnish upon reasonable request to each other such further information;
2. to execute and deliver to each other such other reasonable documents; and
3. to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

G. No Third Party Beneficiaries

This Agreement is not intended to, and does not, confer upon any Person other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies hereunder.

H. Successors and Assigns

1. This Agreement shall inure to the benefit of and be binding upon Company and Customer and their respective successors and permitted assigns, provided, that Customer shall not sell or otherwise transfer the Customer's Generation to any Person unless such Person assumes all of Customer's obligations under this Agreement, and agrees to perform this Agreement pursuant to a written agreement reasonably satisfactory to Company.
2. Except as provided in this Section 16(H), Customer shall not assign, pledge or otherwise transfer this Agreement or any right or obligation under this Agreement without first obtaining Company's written consent, which consent shall not be unreasonably withheld or delayed, and any assignment or transfer of this Agreement or any rights, duties or interests hereunder by Customer without the written consent of Company shall be null and void and of no force and effect.

I. Submission to Jurisdiction; Waivers

Subject to the provisions of Section 12, each of the Parties hereby irrevocably and unconditionally:

1. submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the state courts located in St. Louis, Missouri or the U.S. District Court, Eastern District of Missouri and appellate courts from any therefrom; and
2. consents and agrees that any such action or proceeding may be brought in and only in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;
3. agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the other Party at its address set forth in Section 10, or at such other address of which the other Party shall have been notified pursuant thereto; and
4. agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law.

J. Waivers

The failure of either Party to insist in any one or more instance upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights under this Agreement shall not be construed as a general waiver of any such provision or the relinquishment of any such right, but the same shall continue and remain in full force and effect, except with respect to the particular instance or instances.

K. Choice of Laws

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri, irrespective of the application of any conflicts of laws provisions.

L. Regulatory Approval

This Agreement shall be subject to the approval of the regulatory agencies having jurisdiction, if such approval is needed.

M. Survival

The provisions of Sections 5B, 12, 13, 16I, and 16K, including the rights and obligations of the Parties therein provided, shall survive the termination or expiration of this Agreement and the performance by the Parties of their obligations hereunder.

N. Default and Termination

A Party shall be in default (“Default”) of this Agreement if (1) it fails in any material respect to comply with, observe or perform, or defaults in the performance of, any covenant or obligation under this Agreement, and fails to cure such failure or default within thirty (30) calendar days after receiving written notice from the other Party or, (2) if the failure or default cannot be completely cured within such thirty-day period, it fails to either (a) commence diligent efforts to cure the breach within such thirty-day period or (b) completely cure the breach within sixty (60) days after receiving written notice from the other Party. If a Default occurs, then the non-defaulting Party may, at its option, (i) act to terminate this Agreement for cause by notifying the other Party in writing, or (ii) take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants under this Agreement. Any termination sought under this Agreement shall not take effect until the regulatory agency having jurisdiction either authorizes any request by either Party seeking termination of this Agreement or accepts written notice of termination.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on their behalf as of the day and year first above written.

_____ Union Electric Company d/b/a AmerenUE by its Agent,
Ameren Services Company

By: _____ By: _____

Title: _____ Title: _____

Attachment A

**One Line diagram
of
Customer's Generation**

Attachment B

Site Map

Attachment C

Waivers

None